

EXHIBIT A

Exhibit A – Summary of Cure Amount

<u>Type of Expense</u>	<u>Amount Owing</u>
Base Rent (September 2008) ¹	\$903,447.42
HVAC Charges (September 2008)	\$64,583.33
Unpaid Mechanic's Liens ²	\$49,938.83
Additional Rent/Charges ³	\$275,675.33
Recoverable Operating Expenses (January 2008-September 2008) ⁴	\$66,985.50
TOTAL	\$1,360,630.41

¹ Consists of rent owed for September 2008 for Entire 2nd, 3rd, 4th and 5th floors; portion of 6th floor (Suite 601); certain portions of Concourse; certain portions of Sub-Concourse; and certain portions of 11th floor.

² Consists of two mechanic's liens filed against the property: (a) \$8,500 by Campbell and Dawes LTD for labor performed and materials furnished on the ninth floor, and (b) \$41,438.83 by Henegan Construction Co., Inc. for labor performed and materials furnished on the ninth floor. Copies of the two liens are annexed hereto.

³ A summary and detail of the unpaid August 2008 and September 2008 charges and additional billings are annexed as pages 1 and 2 hereto.

⁴ A chart setting forth the amounts due and paid in 2007, and the amounts owed in arrears by Debtor through August 2008, is annexed hereto.

Lehman August/September Additional Services Billing

Service	August	September	Aug/Sept	Total
Elevator	\$ 4,119.63	\$ 6,721.50		
Electric (Est)			\$ 216,795.59	
Condenser Water	\$ 5,171.37	\$ 8,437.50		
TWO	\$ 6,627.16	\$ 5,768.92		
OTHVAC	\$ 6,254.16	\$ 11,572.05		
Water	\$ 601.05	\$ 1,078.14		
Steam/Gas	\$ 1,064.95	\$ 1,463.31		
	\$ 23,838.32	\$ 35,041.42	\$ 216,795.59	\$ 275,675.33

August 2008 charges

Location	\$ Amount	Description
5th FI	382.88	Freight/Dock
8th FI	191.44	Freight/Dock
Sub CC, CC, 2nd FI	27.09	Smoke Shutdown
2nd fl (cafeteria)	27.09	Smoke Shutdown
11th FI	765.76	Freight/Dock
9th FI	861.48	Freight/Dock
2nd FI (cafeteria)	1,659.78	A/C O/T
5th & 12th FI	1,866.48	A/C O/T
9th FI	653.72	Engineer O/T
10498657	191.44	Freight/Dock
Con Course (Willkie)	3,306.30	A/C O/T
Con Course (Willkie)	3,306.30	A/C O/T

13,239.76

September 2008 charges

Location	\$ Amount	Description
2nd FI (cafeteria)	312.56	Dock
CC, Sub CC	54.18	Smoke Shutdown
2nd FI (cafeteria)	27.09	Smoke Shutdown
2nd FI (cafeteria)	27.09	Smoke Shutdown
2nd FI	156.28	Dock
Sub CC, CC, 2nd-9th	939.62	Freight/Dock
2nd FI	27.09	Smoke Shutdown
11th FI	1,627.24	Freight/Dock
5th FI	226.60	Freight
8th FI	26,450.04	A/C O/T
4th FI	3,857.35	A/C O/T
4th FI	7,714.70	A/C O/T
2nd FI	566.50	Freight
2nd FI	2,682.04	Freight
2nd FI	110.30	Dumpster
2nd FI	330.91	Dumpster

45,109.59

50278

Mechanic's Lien

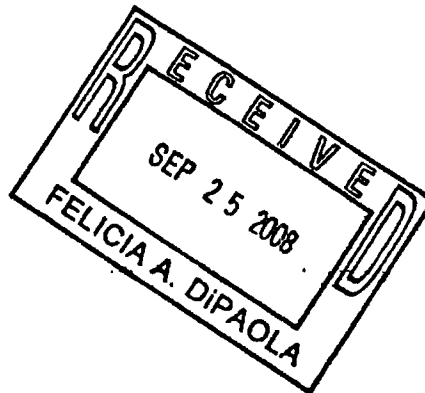
Claimant Campbell and Dawes LTD.

84-48 129th Street
Kew Gardens, NY 11415
718-441-6300
Gary Dawes , President

Against

1301 Properties Owner, L.L.C.
767 5th Avenue
21st Floor
New York, NY 10153

Henegan Construction
250 West 30th Street
New York, NY 10001



Notice of Lien

Amount \$8,500.00

Premises known as

1301 6th Avenue, "Lehman Brothers"
New York, NY

Block: 1005

Lot: 29

9/19/2008 11:31 AM FROM: Sperry Law Inc. TO: +1 (718) 441-7159 PAGES: 002 OF 003

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NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of **New York** and all others whom it may concern:

Please Take Notice, that **Campbell and Dawes LTD.**

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are **Campbell and Dawes LTD.**

84-48 129th Street

Kew Gardens, NY 11415

being a Corporation duly organized and existing under and by virtue of the laws of the State of New York
whose business address is at **84-48 129th Street Kew Gardens, NY 11415**

- (2) The owner of the real property is **1301 Properties Owner, L.L.C.**

and the interest of the owner as far as known to the lienor(s) is **Fee Simple**

- (3) The name of the party by whom the lienor(s) was (were) employed is:

Henegan Construction

The name of the party to whom the lienor(s) furnished or is (are) to furnish materials or for whom
the lienor(s) performed or is (are) to perform professional services is:

Henegan Construction

- (4) The labor performed and **Supplied and Installed Electrical Material, Etc.**
material furnished were

rk:
05

li

The materials actually manufactured for but not delivered to the real property are **N/A**

The agreed price and value of the labor

performed and value of the material furnished is **\$8,500.00**

The agreed price and value of the material actually mfd. for but not delivered to the real prop. is

The agreed fee for professional services is

Total agreed price and value **\$8,500.00**

- (5) The amount unpaid to the lienor(s) for said labor
performed and said material furnished is

\$8,500.00

The amount unpaid to lienor(s) for material actually mfd. for but not delivered to the real prop. is

Total amount unpaid **\$8,500.00**

The total amount claimed for which this lien is filed is

\$8,500.00

- (6) The time when the first item of work was performed was

9/6/2008

The time when the first item of material was furnished was

9/6/2008

The time when the last item of work was performed was

9/8/2008

The time when the last item of material was furnished was

9/8/2008

- (7) The property subject to the lien is situated in **New York, County of New York, State of New York**

Known as **1301 6th Avenue, "Lehman Brothers"**

New York, NY

That said labor and materials were performed and furnished for and used, and that the professional services rendered were
used, in the improvement of the real property heretofore described

Dated September 19, 2008



Gary Dawes, President

2008 SEP 23 PM 1:44

FILED
CLERK
NEW YORK
COUNTY

9/13/2008 1:15:51 AM FROM: Speedy Lit. Ltd. TO: #1 (718) 6417155 PAGE: 003 OF 003

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STATE OF NEW YORK, COUNTY OF

SS.:

INDIVIDUAL OR PARTNER

being duly sworn, says
that deponent is of the co-partnership named in the within notice of lien and the lienor(s) mentioned in the foregoing notice of lien;
that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except
as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true

<<Officer[CoPart]>>.

STATE OF NEW YORK, COUNTY OF New York

SS.:

CORPORATION

Gary Dawes being duly sworn, says
that deponent is the President of Campbell and Dawes LTD
herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own
knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent
believes it to be true. The reason why this verification is made by deponent is that deponent is an officer,
to wit, the President of Campbell and Dawes LTD
which is a Domestic corporation, and deponent is familiar with the facts and circumstances herein

Gary Dawes, President

State of New York

ss:

County of Nassau

On the 19 day of September in the year 2008, before me, the undersigned, a Notary
Public in and for said State, personally appeared Gary Dawes, President personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she
executed same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of
which individual acted, executed the instrument.

Signature of Notary Public

MICHAEL W. SCHWARTZ
Notary Public, State of New York
No. 4877407
Qualified in Nassau County
Commission Expires Nov. 17, 2010

09/22/2008 16:46 12125545844

COORDINATOR LEGAL AF

PAGE 02/05

Mechanic's Lien

Claimant Henegan Construction Co., Inc.

250 West 30th Street
New York, NY 10001
212-947-6441 Ext 350
Nancy E. Pearl, Sr. V.P Finance &

Against

1301 Properties Owner LLC
c/o Macklowe Properties
767 5th Avenue - 21st Floor
New York, NY 10153

Lehman Brothers Holdings Inc.
1301 Avenue of the Americas
New York, NY 10019



Notice of Lien

Amount \$41,438.83

Premises known as

1301 Avenue of The Americas 9th Floor
New York, NY

Block: 1005

Lot: 29

09/22/2008 15:46

12125545844

COORDINATOR LEGAL AF

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50264

NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of New York and all others whom it may concern:

Please Take Notice, that Henegan Construction Co., Inc.

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are Henegan Construction Co., Inc.
250 West 30th Street
New York, NY 10001

being a Corporation Duly organized and existing under and by virtue of the laws of the State of New York
whose business address is at 250 West 30th Street New York, NY 10001

- (2) The owner of the real property is 1301 Properties Owner LLC
and the interest of the owner as far as known to the lienor(s) is Fee Simple

- (3) The name of the party by whom the lienor(s) was (were) employed is:
Lehman Brothers Holdings Inc.

The name of the party to whom the lienor(s) furnished or is (are) to furnish materials or for whom
the lienor(s) performed or is (are) to perform professional services is:
Lehman Brothers Holdings Inc.

- (4) The labor performed and Supplied and Installed Lumber, Drywall, Electrical Materials, Etc.
material furnished were

Block:
1005

Lot:
29

The materials actually manufactured for but not delivered to the real property are N/A

The agreed price and value of the labor
performed and value of the material furnished is \$41,438.83
The agreed price and value of the material actually mfd. for but not delivered to the real prop. is
The agreed fee for professional services is

Total agreed price and value \$41,438.83

- (5) The amount unpaid to the lienor(s) for said labor
performed and said material furnished is \$41,438.83
The amount unpaid to lienor(s) for material actually mfd. for but not delivered to the real prop. is
Total amount unpaid \$41,438.83

The total amount claimed for which this lien is filed is \$41,438.83

- (6) The time when the first item of work was performed was 9/8/2008
The time when the first item of material was furnished was 9/8/2008
The time when the last item of work was performed was 9/17/2008
The time when the last item of material was furnished was 9/17/2008

- (7) The property subject to the lien is situated in New York, County of New York, State of New York
Known as: 1301 Avenue of The Americas 9th Floor
New York, NY

That said labor and materials were performed and furnished for and used, and that the professional services rendered were
used, in the improvement of the real property hereinbefore described.

Dated September 18, 2008


Nancy E. Pearl, Sr. V.P Finance & Administration

09/22/2008 16:46 12125545844

COORDINATOR LEGAL AF

PAGE 04/05

50264

STATE OF NEW YORK, COUNTY OF

SS.:

INDIVIDUAL OR PARTNER

being duly sworn, says
that deponent is of the co-partnership named in the within notice of lien and the lienor(s) mentioned in the foregoing notice of lien,
that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except
as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

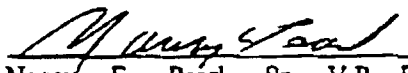
<<Officer[CoPart]>>,

STATE OF NEW YORK, COUNTY OF

SS.:

CORPORATION

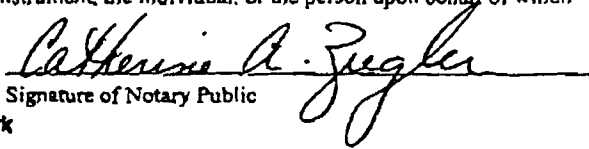
Nancy E. Pearl being duly sworn, says
that deponent is the Sr. V.P Finance & Administration of Henegan Construction Co., Inc.
herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own
knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent
believes it to be true. The reason why this verification is made by deponent is that deponent is an officer,
to wit, the Sr. V.P Finance & Administration of Henegan Construction Co., Inc.
which is a Domestic corporation, and deponent is familiar with the facts and circumstances herein.


Nancy E. Pearl, Sr. V.P Finance &
Administration

State of New York SS:

County of New York

On the 18 day of September in the year 2008, before me, the undersigned, a Notary Public in and for said State,
personally appeared Nancy E. Pearl, Sr. V.P Finance & Administration personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she
executed same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which
individual acted, executed the instrument.


CATHERINE A. ZIEGLER Signature of Notary Public
Notary Public, State of New York
No. 02214867107
Qualified in Westchester County
Commission Expires July 14, 2012

1301 - 1301 Avenue of the Americas
For the Year Ending December 31, 2007
Recoverable Operating Expenses: By Tenant

Unit #	Tenant	Period	# of Months 6/1/2008	# of Months 12/1/2008	Base Year	Expense Pool	Total Expenses	Base Year Expenses	Excess Over Base Year	Tenants % Share	Total Amount Due In 2007
02T-06B	LEHMAN BROTHERS	1/4/05-12/31/20	6	6	2005	H	22,133,065	18,182,202	3,950,863	17.7904%	702,874
TOTALS											
											17.790%
											702,874

Exhibit A

#REF! 37242

JE (1,044,262)
JE 322,844
G/L (107,858)

EOP Billed in 2007	Macklowe Billed in 2007	Combined Billed in 2007	2007 True Up Due (refunds)	119 EOP Prorated TU	MM Prorated TU	New Monthly OPEX	Current Monthly OPEX based on 2007	Monthly Short Fall	8 Total Billed Through 8/31/2008	8 Months Acreas Jan-Aug '08	Total Due
204,520	409,040	613,560	89,314	29,119	60,195	58,572.86	51,130	7,442.86	(8 months) 409,040.00	59,542.89	148,857.22
204,520	409,040	613,560	89,314	29,119	60,195	58,573	51,130	7,443	409,040	59,542.89	148,857.22

409,040

148,857.22

Oper. Exp. Esc. 2007

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10/2/2008